

COUNTY OF GLENN, a political  
subdivision of the State of California,

First Party,

CITY OF WILLOWS, a municipal  
corporation,

Second Party,

-and-

CITY OF ORLAND, a municipal  
corporation,

Third Party.

**JOINT EXERCISE OF  
POWERS AGREEMENT**  
(Solid Waste Disposal and AB 939)

\*\*\*

AN AGREEMENT made and entered into this 17th day of March, 1998 by and between COUNTY OF GLENN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", as First Party; CITY OF WILLOWS, a municipal corporation, hereinafter referred to as "WILLOWS", as Second Party, and CITY OF ORLAND, a municipal corporation, hereinafter referred to as "ORLAND", as Third Party.

**RECITALS:**

AS A BASIS AND PREMISE for this Agreement, it is understood and acknowledged by the parties as follows:

1. ***Solid Waste Disposal Cooperation.*** WHEREAS, in order to reduce the hazards of air pollution and water pollution in the County of Glenn and in order to comply with air pollution and water quality standards of various federal and state regulatory bureaus and agencies, the County of Glenn and the cities of Willows and Orland wish to cooperate in the establishment, maintenance, and operation of a solid waste disposal site and plan for the use and benefit of all residents and property owners of the County and the two cities; and

2. ***Solid Waste Disposal Site.*** WHEREAS, the County leases and operates, under appropriate ordinances, laws, rules, and regulations, a solid waste disposal site near County Road 33 (approximately 4 miles due west of Artois) for the disposal of solid wastes 17-6

generated within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; with said solid waste disposal site being named the "Glenn County Landfill Site"; being permitted and identified by the California Integrated Waste Management Board (CIWMB) by the Solid Waste Information System (SWIS) Number 11-AA-0001; and

3. *Solid Waste Fee for Disposal and AB 939.* WHEREAS, in order to :

(A) reimburse the County for the cost of acquisition, operation, and maintenance of the disposal site; and

(B) ensure sufficient funds for implementing the responsibilities of the County and cities pursuant to the California Integrated Waste Management Act (AB 939); a fee shall be levied annually by the County, with the consent of each of the two cities, on properties located within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; and

4. *Authorization to Form a Regional Agency.* WHEREAS, state legislation [California Public Resources Code (PRC), Section 40970 through 40975] allows cities and counties to form a REGIONAL AGENCY to implement PRC Division 30, Part 2 (Integrated Waste Management Plans), in order to reduce the cost of reporting and tracking disposal and diversion programs by individual cities and counties and to increase the diversion of solid waste from disposal facilities; and

5. *Purposes of the Regional Agency.* WHEREAS, the County, Willows, and Orland wish to establish a REGIONAL AGENCY for purposes of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis; to assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and the Nondisposal Facility Element (NDFE) adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting Element (SE) and the Summary Plan (SP); to revise, as necessary, any existing elements; to prepare any new subsequent elements; to serve as the single agency responsible for the *local approval and public review process* of these elements; to prepare the

annual reports for the reporting of progress toward AB 939 diversion goals; and to serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5; and

6. *Responsibility for Any Civil Penalties.* WHEREAS, the County and the cities wish to assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY.

7. *Authorization of the Regional Agency to Act on behalf of the Member Jurisdictions with Respect to AB 939.* WHEREAS, the County and the cities wish to authorize the REGIONAL AGENCY to assume the responsibility for preparing, revising, reviewing, and locally approving AB 939 planning elements.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties, it is AGREED as follows:

1. *Precedence of Agreement.* Except as otherwise provided herein, this agreement shall take precedence over and supersede any other such agreement between the parties dealing with solid waste management.

2. *Establishment of solid waste disposal fee.* On or before April 1st of each year, the County Department of Public Works (Department) will make a determination of the amount of funds required to fund the solid waste disposal program for the following fiscal year.

(A) The Department will make an estimate of revenues available from gate receipts and other sources (e.g. state grants, sale of salvage materials, etc.) to offset the funds required. The additional funds needed will be obtained through the imposition of solid Waste disposal fees; and

(B) The Department will obtain from the County Assessor's Office a listing of the number and type of parcels eligible for imposition of solid waste fees; and

(C) The Department will apportion the total tonnage received at the Glenn County Landfill Site between residential and non-residential sources and establish solid waste fees for residential and non-residential categories; and

17-8

(D) The Department will forward to the REGIONAL AGENCY the recommended solid Waste disposal fees. Prior to May 1st of each year, the REGIONAL AGENCY will review and adopt the solid waste fee schedule and recommend its adoption by the County Board of Supervisors with the consent of each City's City Council pursuant to the authority granted in California Government Code (GC) Sections 25830 and 25831; and

(E) Prior to June 1st of each year, each City Council shall, by resolution, consent to the levying of the solid waste fees by the County within the incorporated limits of each City; and

(F) On or before July 1st of each year, the County Board of Supervisors, by resolution or ordinance, adopt and levy the solid waste fees within the incorporated and unincorporated areas of the County. A list of the parcel designations with the solid Waste disposal fees to be imposed upon each parcel shall accompany the ordinance or resolution. The fees will be levied and collected by the County Tax Collector as provided in GC Section 25830; and

(G) The County will follow the provisions of GC Section 25830 pertaining to the collection of delinquent fees.

3. ***Enterprise Fund.*** All moneys, fees, and fees collected under this Agreement shall be deposited in the Enterprise Fund (Fund) established by County under Resolution Number 72-55. The Enterprise Fund shall be used by the County only for the:

(A) planning, acquisition, operation, and maintenance of the Glenn County Landfill Site; and

(B) financing and implementing solid waste management plans and programs pursuant to AB 939, including any waste collection, processing, reclamation and disposal services. The County shall disburse monies from the Fund for AB 939 in conformance with the recommendations of the REGIONAL AGENCY. The County shall provide an annual report to the REGIONAL AGENCY on the disbursements from and use of the Fund.

4. ***Conformance with Applicable Rules and Regulations.*** The operation and maintenance of the Glenn County Landfill Site, in conformity with all federal and state rules and regulations applicable thereto, shall be the function and responsibility of the County. 17-9

5. *Schedule of Fees.* The County shall establish a schedule of fees for the disposal of garbage, refuse, and waste at the disposal site which shall be uniform for all persons who are residents of or property owners within either the County, Willows or Orland. The County shall, upon payment of the appropriate disposal fees, permit any and all residents of and property owners within the County, Willows, or Orland residents, property owners, and all commercial collectors operating under a franchise, license, contract, or permit within the County, Orland, or Willows to dispose of waste at the disposal site providing all applicable regulations are adhered to.

6. *Formation and Description of Regional Agency.* This agreement is also made and entered into for the purpose of forming a REGIONAL AGENCY pursuant to California PRC Sections 40970 through 40975. The REGIONAL AGENCY shall:

(A) Combine disposal and diversion quantities for determining compliance with AB 939;

(B) Allow for the efficient operation of diversion programs on a region-wide basis. The REGIONAL AGENCY shall recommend to the County the money to be disbursed from the Fund for AB 939 programs pursuant to implementation of the SRRE, HHWE, NDFE, SE, and SP;

(C) Assume the responsibilities of the County and the cities for the implementation of the multi-jurisdictional SRRE, HHWE, NDFE, and any other elements or plans required by AB 939;

(D) Revise existing elements, as necessary; prepare any new subsequent elements; and be responsible for the required *local approval and public review process* for these elements;

(E) Prepare the annual reports for reporting progress toward AB 939 diversion goals; and

(F) Assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY; and

(G) Compile and monitor disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.

17-10

7. *Name and Address of Regional Agency.* The name and address of the REGIONAL AGENCY are:

Glenn County Waste Management Regional Agency (GCWMRA)  
c/o Glenn County Public Works Department  
777 North Colusa Street  
Willows, California 95988-2298

8. *Members of Regional Agency.* The members of the GCWMRA are: County of Glenn, City of Orland, and the City of Willows.

(A) The members shall establish the GCWMRA Governing Board (Board) comprised of:

- (i) Three members designated by the County Board of Supervisors; and
- (ii) Three (3) members appointed by the Glenn County City Selection Committee.

(B) The Board shall meet initially and develop by-laws, voting procedures, and governance policies, which shall be reviewed and approved by the County Board of Supervisors and each City Council.

(C) The parties hereby agree that this agreement is made and entered into for the mutual benefit of all member jurisdictions and, as such, each party agrees to grant to all other parties to this agreement, and to the residents, property owners, and businesses thereof, reasonable access to any existing or future waste management facilities located within the collective boundaries of the member jurisdictions.

(D) No party to this agreement may exact any tax, fee, surcharge, or other payment from any one or more parties, or the residents, property owners, and businesses thereof, to this agreement, that is not required of all parties or the residents, property owners, and businesses, thereof, unless otherwise mutually agreed to.

(E) The member jurisdictions do not anticipate that the GCWMRA will receive or disburse any monies at the present time. Prior to the receipt or disbursement of any monies by the GCWMRA, this agreement will be modified to :

- (i) provide strict accountability of all monies and a report of all receipts and disbursements, pursuant to GC Section 6505; and

17-11

- (ii) designate a chief financial officer from one of the member jurisdictions to be the depository and have custody of all GCWMRA monies and to perform the duties set forth in GC Section 6505.5.

(F) The member jurisdictions do not anticipate the acquisition of any property by the GCWMRA. If necessary, for the acquisition of property, this agreement will be modified to:

- (i) provide for the acquisition, disposition, division, or distribution of such property, pursuant to GC Section 6511; and
- (ii) designate a custodian of such property and to require the custodian to post an official bond determined and fixed by the GCWMRA pursuant to GC Section 6505.1.

9. *Payment of Civil Penalties.* The parties hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the GCWMRA. The parties hereby authorize the GCWMRA to allocate responsibility to the member jurisdictions based upon the population of each jurisdiction for the year in which the civil penalties are incurred. Each member jurisdiction shall be apportioned a share of any applicable civil or criminal penalty, fine, forfeiture, or expenditure in direct proportion to its population. Population determinations shall be based upon the "Official State Population Estimates for California Cities and Counties" published annually by the California Department of Finance, Demographic Research Unit.

10. *Contingency Plan if Regional Agency Is Abolished.* In the event that the GCWMRA agreement is terminated, individual member jurisdictions will assume responsibility for any civil penalties incurred by their jurisdiction. Each member jurisdiction will assume the responsibility for implementing integrated waste management programs as identified in the multi-jurisdictional SRRE, HHWE, NDFE, SE, and SP and preparing and submitting to the CIWMB the required AB 939 annual reports for the jurisdiction.

11. *Duties and Responsibilities of Member Jurisdictions.*

(A) The member jurisdictions will be responsible for participating in the GCWMRA ; assisting the GCWMRA with any subsequent revisions to the SRRE, HHWE, NDFE, and any other related AB 939 planning elements; and reviewing the development of solid Waste disposal fees to fund the solid waste planning and disposal programs; and

17-12

(B) In the event any member withdraws from GCWMRA, that member shall become an independent jurisdiction and shall assume full responsibility for the mandates and restrictions imposed by AB 939, including but not limited to, meeting all of the requirements of PRC Division 30, Part 2, Chapter 6, Article 1. This responsibility also includes independently meeting all diversion, disposal, and reporting requirements of Article 1. The members which remain in the GCWMRA will continue to operate as the GCWMRA under the terms and conditions stated herein.

12. *Description of Source Reduction, Recycling, and Composting Programs Implemented by the Regional Agency.* The GCWMRA will be responsible for implementation of the programs selected in the SRRE, HHWE, NDFE, and any other related AB 939 planning elements (including the SE and SP). The multi-jurisdictional SRRE, HHWE, and NDFE (approved by the CIWMB) are incorporated by reference into this agreement. These elements, as a whole, comprise the Glenn County Regional Agency Integrated Waste Management Plan.

13. *Approval by CIWMB.* This agreement shall be subject to review and require the approval by the CIWMB as meeting the requirements of a REGIONAL AGENCY pursuant to PRC 40973 (c).

14. *Amendments.* This agreement may be amended or modified at any time, in a manner consistent with and furtherance of the purposes of this agreement, with the written consent of each member jurisdiction.

15. *Term of Agreement.* This agreement shall remain in full force and effect and shall continue annually for each fiscal year thereafter unless terminated on June 30th of any succeeding year by written notice given on or before April 1st of such year by any one contracting party with the consent of one other contracting party.



DATED: March 17, 1998

COUNTY OF GLENN

By: *Chick Mudd*  
Chair, Board of Supervisors, County of Glenn

CITY OF WILLOWS

By: *[Signature]*  
Mayor, City of Willows

CITY OF ORLAND

By: *[Signature]*  
Mayor, City of Orland

Approved as to form by:

*M. Y. Steuring*  
County Counsel, County of Glenn

*[Signature]*  
City Attorney, City of Willows

*[Signature]*  
City Attorney, City of Orland

17-14